

No. 14/13/87-6 Lab./1017.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-II, Faridabad respect of the dispute between the workman and the management of M/s The Palwal Co-op. Sugar Mills Ltd., Palwal Versus Dharam Pal Singh:—

IN THE COURT OF SHRI U. B. KHANDUJA, PRESIDING OFFICER, LABOUR COURT-II,  
FARIDABAD

Reference No. 210/89

*between*

THE MANAGEMENT OF M/S THE PALWAL CO-OP. SUGAR MILLS LTD., PALWAL, DISTRICT FARIDABAD

*and*

THE WORKMAN NAMELY SHRI DHARAM PAL SINGH, S/O SHRI PARBU DAYAL, VILLAGE & POST OFFICE KULTANA, TEHSIL BAHADURGARH, DISTRICT ROHTAK

Present :

Mrs. Savita Bhandari for the workman.  
Shri P. R. Sikka, for the respondent.

AWARD

In exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act'), the Governor of Haryana referred the following dispute between the parties mentioned above, to this court for adjudication,—*vide* Haryana Government endorsement No. 20929 dated 16th May, 1989:—

Whether the termination/retrenchment of services of the workman is legal and justified ? If not, to what relief is he entitled to as result thereof ?

2. The case of the workman is that he was appointed as cane clerk by the respondent-management with effect from 29th July, 1986 at a consolidated salary of Rs. 520. His work and conduct has been upto the mark and so he was given regular grade,—*vide* letter, dated 29th April, 1987. His services were however, abruptly terminated on 17th December, 1987 retaining the persons much junior to him in gross violation of the provisions of section 25-F, 25-G and 25-H of the Act. He is thus, entitled to be reinstated into service with continuity in service and full back wages.

3. The management submitted written statement dated 8th February, 1990 stating therein that the demand notice dated 22nd December, 1987 served by the workman was rejected by the Government of Haryana,—*vide* letter dated 6th April, 1989. The workman had filed an appeal before the Labour Commissioner, Labour Department, Chandigarh against the decision of the Government. The Labour Commissioner had no appellate powers to reconsider the order passed by the Haryana Government and as such the reference is bad in law. It was further submitted that the workman was appointed in the regular scale of Rs. 360—4—387—5—477,—*vide* letter dated 29th November, 1986 with effect from 1st November, 1986 against a temporary vacancy for three years with effect from 29th October, 1985 under Cane development scheme of Government of India. He was retrenched from service on the basis of seniority and no fresh employment had been given to any person in his place. The allegation of the workman that the persons junior to him in the same category who retained was denied. Another allegation of the workman that he was not taken back in service on the basis of some personal malice was also denied.

4. The workman submitted replication dated 24th July, 1990 re-asserting the previous averments and denying the averments of the management.

5. On the pleadings of the parties, the following issues were framed :—

- (1) Whether the reference is bad in law ?
- (2) Whether the applicant is not entitled to the relief as prayed ?
- (3) Relief.

6. Both the sides have led evidence.

7. I have heard the authorised representatives of both the sides and have also gone through the evidence on record. My findings on the aforesaid issues are as follows :—

Issue No. 1 :

8. It has been contended on behalf of the management that the workman had served demand notice dated 22nd December, 1987 and the matter was referred to the Haryana Government. The Haryana Government,—*vide* its order dated 6th August, 1988 Ex. M-7 had rejected the request of the workman to make reference,

to the Court. The workman had then preferred in an appeal dated 12th June, 1988 and that was also rejected by the Government,—*vide* letter dated 10th October, 1988, Ex. M-8. Again the Joint Secretary to Government of Haryana, Labour Department had informed the workman as well as the management through letter dated 25th November, 1988 that the representation filed by the workman had been filed. Thus, the present reference made by the Government is bad in law.

9. In reply, it has been contended on behalf of the workman that the respondent management admitted in para 6 of the written statement that the claimant had filed a writ petition No. 1984 of 89 in the Hon'ble High Court of Punjab and Haryana and on the basis of the order passed by the Hon'ble High Court the case of the workman was re-considered by the Haryana Government Labour Department and then referred to this court for adjudication. Thus, the reference is not bad in law.

10. The plea taken by the workman has to prevail as it is based on the admitted position given in the written statement itself. It is thus, held that the reference is not bad in law. Issue No. 1 is decided against the management and in favour of the workman.

#### Issue No. 2 :

11. Two witnesses have been examined by the management. MW-1 D C Sharma deposed that the workman was appointed as a cane clerk on *ad hoc* basis through letter dated 19th July, 1986, Ex. M-1 and then he was given clerical grade,—*vide* letter dated 29th November, 1986 Ex. M-2. He next stated that the workman was appointed under temporary sanctioned cane development scheme. He was retrenched from service as per letter Ex. M-3. The workman was also given retrenchment benefit amounting to Rs. 2837-75 through cheque dated 17th December, 1987, Ex. M-4. This cheque was however, returned back by the workman through his letter dated 18th October, 1988 Ex. M-5. In the end, he stated that after retrenchment of the workman, his father Prabhu wrote a threatening letter dated 12th November, 1988 to the General Manager, Sugar Mills that his children shall be kidnapped and killed if his son the present workman, was not taken back in service and that letter was sent to the Police. MW-2 Jai Kishan T. K. Gopal simply deposed that the workman was appointed as cane clerk on *ad hoc* basis under the cane development scheme on 19th July, 1986 and was retrenched from service on 17th December, 1987 after the expiry of work.

12. On the other hand, three witnesses have been examined on behalf of the workman. WW-1 Dharam Pal the workman deposed the facts mentioned in his claim statement. WW-2 D.C. Sharma deposed about the appointment of persons who were allegedly junior to the workman as per case of the workman. WW-3 Dharam Pal S/o Ram Chander deposed that he was appointed as cane clerk on 25th November, 1985 through letter Ex. WW-3/1 under the three years development scheme and thereafter he was appointed on regular basis.

13. On the basis of aforesaid evidence, it has been submitted on behalf of the management that it stands proved that the workman was appointed on *ad hoc* basis under the temporary cane development scheme sanctioned for a period of three years and he was retrenched from service in accordance with law by making of payment of retrenchment compensation. He is thus, not entitled to any relief.

14. It has been submitted on behalf of the workman that the plea taken by the management that the workman was appointed under the temporary cane development scheme sanctioned for a period of three years is an after thought. To support this contention it has been submitted that this fact was neither mentioned in the letter of appointment Ex. M-1 nor in the letter Ex. M-3 through which he was retrenched from service. The management has also not placed on file the sanction of the scheme containing number of posts and also the name of persons appointed under that scheme. The management has thus, withheld material documents from the court and an adverse inference to this fact may be drawn against the management.

15. Apart from the above, WW-3 Dharam Pal S/o Ram Chander deposed in the court that he was appointed as a cane clerk through letter Ex. WW-3/1 dated 25th November, 1985. The perusal of this appointment letter dated 25th November, 1985 Ex. WW-3/1 clearly shows that Dharam Pal son of Ram Chander was appointed as cane clerk seasonal. WW-3 Dharam Pal clearly stated that thereafter he was appointed on regular basis and this fact finds support from the order Ex. M-10. The perusal of the order Ex. M-10 also shows that cane development scheme which was sanctioned for 3 years had expired somewhere in the year 1989 and not earlier. This position clearly proves that the workman was neither appointed under the temporary cane development scheme sanctioned for a period of 3 years nor his services were terminated on the expiry of work or period of this scheme.

16. There is merit in the submission made on behalf of the workman. It was neither mentioned in the appointment letter that the workman was being appointed under the aforesaid temporary cane development scheme nor in the letter through which services of the workman were retrenched that he was being retrenched from service on the expiry of work under the said scheme. It was thus, incumbent on the management to produce the relevant record to prove that the workman was appointed under the aforesaid scheme and

he was retrenched from service on the expiry of the work under that scheme. The management has suppressed the record without any reason and adverse inference has thus, to be drawn against the management. There is also force in the plea advanced on behalf of the workman that it stands established from the testimony of WW-3 Dharan Pal, son of Ram Chander coupled with the position indicated in letter Ex. M-10 that the work relating to aforesaid temporary cane development scheme had come to an end in the year 1989 and the staff appointed under that scheme was adjusted on the other side. That being so, it cannot be accepted that the workman was retrenched from service on the expiry of the work even under temporary cane development scheme.

17. It has next been urged on behalf of the workman that the management has violated the principle of 'last come first go' contained in Section 25-G of the Act while passing the impugned order of retrenchment. To support this plea, it has been pointed out that WW-2 D.C. Sharma an officer of the management clearly admitted that Tejpal who was appointed as cane clerk seasonal on 16th August, 1987 was still working with them whereas the present workman who was appointed on 19th July, 1986 was retrenched from service on 17th December, 1987. Faced with this situation, it has been urged on behalf of the management that Tejpal and others were appointed under the different scheme and as such the principle of last come first go was not violated. This contention cannot prevail in the absence of the record with regard to the scheme under which Tejpal and others were appointed and so the plea taken by the workman has to be accepted by drawing and adverse inference against the management.

18. Lastly, it has been urged on behalf of the workman that WW-2 D. C. Sharma clearly admitted that Meera Devi, wife of Ram Khilari driver was retrenched from service on 17th December, 1987 along with the workman but she was taken back in service on 6th July, 1991. WW-2 D. C. Sharma also admitted that Rattan Singh, Ram Lakan, Vikram Singh were appointed as cane clerks on 16th August, 1989, 23rd August, 1989 and 9th September, 1989 respectively. He also confirmed that Ashok Gupta was appointed as cane clerk on 14th February, 1991 and Satish Babu was appointed as cane clerk on 16th July, 1991. The management did not produce the record with regard to original appointment of Meera Kumari deliberately as she was junior to the present workman. The re-appointment of Meera Devi and appointment of several other persons after the retrenchment of workman clearly shows that the workman could be re-appointed by following the provision of Section 25-H of the Act. The management did not do so deliberately keeping in view a false allegation that the father of the present workman had written a letter referred to above the General Manager giving there at. Consequently, the workman is entitled to be reinstated into service with continuity in service and full back wages.

19. To counter the aforesaid position, it has been submitted on behalf of the management that the principle contained in section 25-H of the Act regarding re-employment of retrenched workmen is not applicable as the present workman was appointed under the temporary cane development scheme referred to above and the persons named by the workman were appointed under the other scheme.

20. The factum of appointment of several persons as cane clerks after the retrenchment of the present workman stands proved from the testimony of WW-2 D. C. Sharma an officer of the management. Section 25-H of the Act gives statutory recognition to the principle that if an employer retrenches a workman on the ground that he has become surplus it is necessary that whenever he has an occasion to employ another hand the retrenched workman should be given an opportunity to join service. It is nowhere provided in this section that if a workman is retrenched under one scheme then he can not be offered similar post under another scheme. A part from this, it has been also found above that the present workman was not appointed under a temporary cane development scheme. That being so, it is established that the management did adhere to the provision of section 25-H of the Act.

21. In view of the position discussed above, it is concluded that the retrenchment of the workman is illegal and unjustified being violative of provision of section 25-G of the Act as Tejpal who was junior to the present workman was retained in service and was still in service. It is also concluded that the management also violated the provision of section 25-H of the Act by making fresh appointment without considering the case of the present workman for the re-employment. Consequently, the workman is entitled to be reinstated into service with full back wages and continuity in service. Issue No. 2 is decided against the management and in favour of the workman.

Relief :

22. In view of my findings on various issues referred to above, it is held that the retrenchment/termination of the workman from service is illegal and unjustified and he is entitled to be reinstated into service and full back wages and continuity in service. The award is passed accordingly.

The 22nd November, 1994.

U. B. KHANDUJA,

Presiding Officer,  
Labour Court-II, Faridabad.

Endorsement No. 3272, dated the 28th November, 1994.

A copy with three spare copies is forwarded to the Financial Commissioner and Secretary to Government, Haryana, Labour Department, Chandigarh.

U. B. KHANDUJA,  
Presiding Officer,  
Labour Court-II, Faridabad.

No. 14/13/87-6Lab./1018.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1942 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-II, Faridabad in respect of the dispute between the workman and the management of M/s Goodyear India Ltd, Ballabgarh *versus* Partap Singh.

IN THE COURT OF SHRI U. B. KHANDUJA, PRESIDING OFFICER, LABOUR COURT-II,  
FARIDABAD

Reference No. 372/93

*between*

THE MANAGEMENT OF M/S GOODYEAR INDIA LTD., BALLABGARH.

*versus*

THE WORKMAN NAMELY SHRI PARTAP SINGH, S/O SHRI JAWAHAR SINGH, 5D/58, NIT,  
FARIDABAD

*Present :—*

Shri M. S. Nagar, A. R., for the workman.

Shri A. S. Chadha, for the management.

#### AWARD

In exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act'), the Governor of Haryana referred the following dispute between the parties mentioned above, to this court for adjudication, —*vide* Haryana Government Endorsement No. 1587—82 dated, 30th November, 1991:—

Whether the services of Shri Partap Singh workmen were terminated or he had lostien on the job by tendering the resignation himself? The relief, to which is he entitled as a result thereof?

2. Briefly stated the case of the workman is that he was employed by the management on 27th July, 1972 as helper. His work and conduct had always been neat and clean and had never given any chance of complaint. Unfortunately he had met with an accident on 18th November, 1988 in the factory and due to that accident his lower limbs, waist, hips and thighs became dead. He was not given medical facilities by the management and he had to spend huge amount on his treatment. On his recovery of health he resumed duty. The management started harassing him on one pretext or the other and forced him to tender resignation but he plainly refused. However, one day, the personal manager of the factory called him and asked him to submit his resignation. He again refused but the personal manager forcibly got his signatures on a plain paper. It was further mentioned that his services were terminated by management on 15th September, 1988 illegally without following the principles of natural justice. He is thus, entitled to be reinstated into service with full back wages and continuity in service.

3. The respondent management submitted written statement dated 6th January, 1992 admitting the fact that work and conduct of the workman had been satisfactory throughout his services. It was further stated that in fact the workman had met with an accident on road prior to 18th November, 1988. The story of alleged accident in the factory premises on 18th November, 1988 was a concoction. The allegation that the management had forced the workman to sign on a blank paper was denied and it was stated that workman had himself voluntarily tendered resignation on 15th September, 1988 and it was accepted by the management. The workman had also taken his full and final dues from management. He had also received various benefits such as *ex-gratia* payment, wages for earned leave and gratuity etc. total amounting to Rs. 71585.00. The workman had also withdrawn the amount of his provident fund contribution. It is thus, manifest from all these facts that the workman had voluntarily left the services by tendering resignation. Consequently, he is not entitled to the relief claimed by him.

4. The workman submitted rejoinder re-asserting the previous averments and denying the averments of the management.

5. On the pleadings of the parties, the following issues were framed :—

- (1) As per reference.
- (2) Relief.

6. Both the sides have led evidence.

7. I have heard the authorised representatives of both the sides and have also gone through the evidence on record. My findings on the aforesaid issues are as follows :—

**Issue No. 1**

8. The management has examined one witness namely MW-1 K. L. Khurana and he deposed that the workman had met with an accident on road on 22nd August, 1988 and had sustained an injury in his back. He was thus, unable to perform his duties. During those days the management had formulated a scheme whereby the management had agreed to give *ex-gratia* payment to employees who were willing to voluntarily resign. The workman also approached the management for consideration of his case since he was unable to perform his duties. So the workman tendered resignation Ex. M-3 dated 15th September, 1989 voluntarily and it was accepted through letter Ex. M-4. This letter dated 15th September, 1989 Ex. M-4 was delivered to the workman in his presence and had also appended his signatures on the same. He further stated that the workman had received the amount by way of full and final settlement as per receipt dated 28th September, 1989 Ex. M-5 in his presence. Similarly he confirmed the payment of gratuity through receipt Ex. M-6 and provident fund through receipt Ex. M-8 and full and final payment through receipt Ex. M-7. He also placed on record a copy of income tax declaration of the workman for the year 1989-90 Ex. M-9 and copies of N. S. S. certificates purchased by the workman, copies of the judgement dated 13th March, 1992 of Commissioner under Workmen Compensation Act, Ballabgarh and copy of the order of the Hon'ble High Court dated 26th December, 1991.

9. On the other hand, the workman himself simply stated on oath that he was appointed as helper on 27th July, 1992 had rendered service for a period of 17 1/2 years. His services were terminated on 15th September, 1989 when he asked for compensation in connection with an accident which had occurred on 18th November, 1988. He further stated that he was not given any notice pay or compensation and was told that his services had been terminated by giving him full and final dues.

10. On the basis of aforesaid evidence it has been submitted on behalf of the management that it stands proved that the workman had tendered resignation voluntarily and it was accepted. It also stands proved that the workman had collected all his dues referred to above and had appropriated the same by purchasing the National Savings Certificates etc. The workman is not at all entitled to any relief.

11. In reply, it has been submitted on behalf of the workman that it was held by the Commissioner under Workmen Compensation Act, Ballabgarh in his judgement dated 17th March, 1992 Ex. M-10 that the workman had met with an accident in the factory premises on 18th November, 1988. It is also clear from this judgement that the workman had asked for compensation having met with an accident in the factory premises. The management has not produced the resignation dated 15th September, 1989 signed by the workman on the ground that the workman had torn the portion bearing his signatures. This fact clearly shows that the workman had not at all tendered resignation as alleged by the respondent-management and the services of the workman were illegally terminated. Consequently, the workman is entitled to be reinstated into service with full back wages.

12. There is no merit in the submissions made on behalf of the workman. The workman himself had alleged in his demand notice that the Personal Manager had asked him to submit his resignation and on his refusal the personal manager had forcibly got his signatures on a plain paper. The workman did not confirm this position on his oath when examined in the court. The management had accepted the resignation tendered by workman through letter dated 15th September, 1989 Ex. M-4 and the delivery of this letter stands proved from the testimony of MW-1 K. L. Khurana. The workman also admitted in his cross examination that this letter dated 15th September, 1989 Ex. M-4 bore his signatures. This position clearly shows that the workman had tendered resignation dated 15th September, 1989 and it was accepted by the management. Apart from this, it stands proved from the evidence led by the management as well as the admission made by the workman in cross examination that he had received various payments referred to above after the acceptance of his resignation. The Commissioner under the Workmen Compensation Act in his judgement dated 12th March, 1992 Ex. M-10 also clearly held that the workman had collected his full & final dues including a sum of Rs. 50308.58 as *ex-gratia* payment and so he is not entitled to any compensation.

These findings have been affirmed by the Hon'ble High Court judgement dated 26th November, 1992 Ex. M-11 by dismissing the petition of the workman. So, the findings given in this judgement have become final and are binding on the workman. All these facts clubbed together lead to an irresistible conclusion that the workman had tendered resignation voluntarily on 15th September, 1989 and that his services had not been terminated by the management. Consequently, the workman is not entitled to any relief. Issue No. 1, is decided in favour of the management and against the workman.

**Relief.**

13. In view of my findings on Issue No. 1 above, it is held that the workman had left the services of the management by tendering resignation voluntarily and that his services had not been terminated by the management. Consequently, he is not entitled to any relief. The award is passed accordingly.

U. B. KHANDUJA,

The 17th November, 1994.

Presiding Officer,  
Labour Court-II, Faridabad.

Endorsement No. 3273, dated the 28th November, 1994.

A copy, with three spare copies, is forwarded to the Financial Commissioner and Secretary to Government, Haryana, Labour Department, Chandigarh.

U. B. KHANDUJA,

Presiding Officer,  
Labour Court-II, Faridabad.

No. 14/13/87-6Lab./1035.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-II, Faridabad in respect of the dispute between the workman and the management of M/s M. D., The Palwal Co-op. Sugar Mills Ltd., Palwal *versus* Devi Lal.

**IN THE COURT OF SH. U. B. KHANDUJA, PRESIDING OFFICER, LABOUR COURT-II,  
FARIDABAD**

Reference No. 162/88

*between*

M/S MANAGING DIRECTOR, THE PALWAL CO-OP. SUGAR MILLS LTD.,  
PALWAL, DISTRICT FARIDABAD .. Management

*and*

SH. DEVI LAL, S/O SHRI RAM SAWROOP C/O SHRI SHAM SUNDER GUPTA, 50,  
NEELAM CHOWK, FARIDABAD .. Workman

*Present :*

Sh. S. S. Gupta, Authorised representative, for the workman.

Sh. P. R. Sikka, Authorised representative, for the Management.

**AWARD**

In exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (herein-after referred to as 'the Act'), the Governor of Haryana referred the following dispute between the parties mentioned above, to this court for adjudication,—*vide* Haryana Government Endorsement No. 30489—92, dated 20th June, 1988 :—

Whether the services of Shri Devi Lal were terminated or he had lost lien on the job himself having remained absent ? The relief, to which is he entitled as result thereof ?

2. The case of the workman is that he was appointed on 15th October, 1984 as a cane supervisor by the management. He had been working to the satisfaction of his offers till 22nd September, 1987. He proceeded on authorised earned leave from 21st September, 1987 to 24th September, 1987. However, he became

unwell and applied for extension of leave through telegram. On 26 September, 1987 he received a letter from the management regarding his absence from duty. He sent another letter stating that he had already applied for extension of leave. He reported for duty on 5th October, 1987 but he was not allowed to join duty and was told that his name had been struck off from the rolls of the mills. The impugned action of the management is illegal and unjustified and against the provisions of Standing Order of the Act. He is thus, entitled to be reinstated into service with full back wages and continuity in service.

3. The management submitted written statement dated 26th October, 1988 admitting the fact that the workman was appointed on 12th October, 1984. It was further stated that the work and conduct of the workman was not satisfactory. He was deputed in village Ferozepur and Atoha from 19th September 1987 to 22nd September, 1987 for bonding of cane work but on checking on 22nd September, 1987 it was found that he had not visited the villages and had been absent from duty. This fact was confirmed by the Sarpanches of villages. It was incorrect that the workman had gone on leave from 21st September, 1987 to 24th September, 1987. It was further mentioned that the workman had never sent any application for grant of leave or for its extension to the office of the company. The company had not received the telegram for extension of leave. In these circumstances, the name of the workman was struck off from the rolls of the mills as per clause 13(4) of the Certified Standing Orders since he had been continuously absent from duty for ten days. Moreover, it was mentioned in the appointment letter dated 12th October, 1984 of the workman that eight days continuous absence without prior express permission in writing of the management will give a right to the management to strike off his name from the rolls. He was bound by this condition and so the impugned action of the management is legal and valid.

4. The workman submitted rejoinder re-asserting the previous averments and denying the averments of the management.

5. On the pleadings of the parties, the following issues were framed :—

- (1) As per reference.
- (2) Whether the workman has been gainfully employed ? If so, to what effect ?

6. Both the sides have led evidence.

7. I have heard the authorised representatives of both the sides and have also gone through the file carefully. My findings on the aforesaid issues are as under :—

Issues No. 1 and 2.

8. Both of these issues are interlinked and as such are discussed together.

9. Three witnesses have been examined by the management. MW-1 Radha Raman Gupta, deposed that the workman was detailed on duty in village Ferozepur during the period from 19th September, 1987 to 21st September, 1987 and he was to attend to his duty on 22nd September, 1987 in village Atova. He also placed on record copy of duty chart Ex. M-1. He further stated that on 22nd September, 1987 Rajpal Cane Clerk, Marketing Officer checked the presence of workman in village Atova and found him absent. Rajpal then submitted report Ex. M-2. In the end, he stated that Bhup Singh Saipanch of village Atova had also made report that no employee of the mills had visited the village on 22nd September, 1987 to attend to the job of taking bonds for the supply of cane. MW-2 Vinod Kumar deposed that the workman was detailed on duty as indicated chart Ex. M-1 and as per that duty the workman was to attend to the work of cane bonding in village Atova and Ferozepur with effect from 19th September, 1987 to 22nd September, 1987. He further stated that the workman had not visited these villages during this period and so letter dated 24th September, 1987 Ex. M-5 was sent to him but still the workman had been absent from duty till 30th September, 1987. Then another letter dated 5th October, 1987 Ex. M-7 was sent to the workman under registered cover and it was received by him as per acknowledgement receipt Ex. M-8. In the end, he deposed that the workman had neither applied for sanction of leave nor had sent medical certificate during the period from 19th September, 1987 to 5th October, 1987 and so his name was struck off from the register. MW-3 D. C. Sharma deposed in tune with the first two witnesses.

10. On the other hand, the workman deposed facts mentioned in his claim application referred to above.

11. It has been contended on behalf of the management that the workman himself admitted in his statement that he was appointed through letter dated 12th October, 1984 Ex. M-4. It is clearly mentioned in clause 3 of this appointment letter dated 12th October, 1984, Ex. M-4 that in case he would be found absent from duty for eight continuous days without prior express permission in writing of the management or if he would proceed on leave without prior sanction or would over stay any sanctioned leave without first getting it sanctioned, his services shall automatically come to an end and a presumption will be drawn that he abandoned the employment on his own accord. It stands proved from the testimony of the three witnesses referred to above.

that the workman had been absent continuously with effect from 21st September, 1987 for the period of more than eight days without making any leave application and without any prior permission. It is also established from the statement of these witnesses that the management had sent letter dated 24th September, 1987, Ex. M-5 under registered A.D. cover to the applicant to explain his position with regard to his absence from duty on 21st September, 1987 and 22nd September, 1987 but he did not submit any reply. The workman has not proved by leading evidence that he had got the leave sanctioned for the period from 21st September, 1987 to 24th September, 1987 and as such his bald statement that he had submitted application for sanction of leave for three days from 21st September, 1987 to 24th September, 1987 can not be accepted. Similarly the workman has not examined any official of the telegraph office to prove that he had sent telegram for the extension of leave. Even otherwise it is clear from the version of the workman himself that he had simply submitted application for the grant of leave for three days and had not got it sanctioned. It is thus, clear that the workman had proceeded on leave without getting it sanctioned from the competent authority. In these circumstances, the impugned action of the management striking off the name of the workman from the rolls of the mills is perfectly legal as per terms and conditions of the appointment letter and as per provision of the Certified Standing Orders. Thus, the workman is not entitled to any relief.

12. It has been submitted on behalf of the workman that his services could not be terminated as per clause three of the appointment letter as it is against the provision contained in clause 13(iv) of the Certified Standing Orders. To shore this contention, a reference has been to case of *Western India Match Co. Ltd. versus Workmen AIR 1973 Lab. I.C.* in which it was held by the Hon'ble Supreme Court that an agreement of service inconsistent with the provision of Standing Orders of the company was not valid.

13. With regard to the provision in the Certified Standing Orders, it has been urged that it was held by our Hon'ble High Court in the case of *Smt. Rita Saini versus The Punjab State Agricultural Marketing Board, Chandigarh and others 1994(2) Recent Services Judgements 754* that the termination of services of a workman on account of absence from duty does not amount to retrenchment simply citer as absence without leave is a misconduct and the termination of services on such ground without complying with the minimum principles of natural justice will not be justified. Similar view as expressed by our Hon'ble High Court in the case of *Joginder Chand versus Punjab State Electricity Board 1994(1) Recent Services Judgements 186*. Keeping in view the ratio of these two cases it is incumbent upon the management to hold an enquiry into the circumstances under which the workman had been allegedly absent from duty. The management could not pass the impugned order straight way under the provisions of the Certified Standing Orders on the ground that the workman had been absent from duty with effect from 21st September, 1987 to 1st October, 1987. Consequently, the impugned order of the management dated 5th October, 1987 is illegal and the workman is not entitled to be reinstated into service with continuity in service and full back wages.

14. The impugned order dated 5th October, 1987 Ex. M-7 through which the name of the workman was struck off from the muster rolls of the mills with effect from 1st October, 1987 cannot be upheld even if it is admitted without considering the case of the workman that the workman had been absent from duty with effect from 21st September, 1987 to 1st October, 1987, because it has been recently held by the Hon'ble Supreme Court of India in the case of *D. K. Yadav versus JMA Industries Ltd.*, judgement today 1993(3) Supreme Court 613 that the principles of natural justice are to be read into Certified Standing Orders. It was thus, incumbent upon the respondent to give a reasonable opportunity to the workman to explain the cause for his alleged absence from duty. This view also finds support from the decisions in the two cases referred to by the authorised representative for the workman mentioned above. In the instant case the workman had been absent from duty with effect from 21st September, 1987. He was issued letter dated 24th September, 1987 Ex. M-5 to explain his position within three days. It means that the workman was not asked to show cause as to why he had been absent from duty with effect from 21st September, 1987 to 1st October, 1987. The management did not wait even for a period of ten days mentioned in the Certified Standing then to call for the explanation of the workman to show cause as to why he had been absent. The management indulged in unholly haste and terminated the services of the workman,—*vide* letter dated 5th October, 1987 by striking off his name from the muster rolls of the mills with effect from 1st October, 1987. It is thus, concluded that the impugned order was passed by the management without affording a reasonable opportunity to the workman to explain this position with regard to the alleged absence from duty. Consequently, the impugned order passed by the management is illegal and unjustified. Consequently, the workman is entitled to be reinstated into service with continuity into service and full back wages as the management has not led any evidence to prove that the workman had been gainfully employed. Issues No. 1 & 2 are decided against the management and in favour of the workman.

15. For the reasons recorded above, it is held that the management had illegally terminated the services of the workman by striking off his name from the muster rolls of the company and that he had not lost lien on the job having remained absent from duty. Consequently, the workman is entitled to be reinstated into service with continuity in service and full back wages. The award is passed accordingly.

U. B. KHANDUJA,

The 25th November, 1994.

Presiding Officer,  
Labour Court-II,  
Faridabad.

Endorsement No. 3309 dated 7th December, 1994.

A copy with three spare copies is forwarded to the Financial Commissioner and Secretary to Government Haryana, Labour Department, Chandigarh.

U. B. KHANDUJA,  
Presiding Officer,  
Labour Court-II,  
Faridabad.

No. 14/13/87-6Lab./1038.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-II, Faridabad in respect of the dispute between the workman and the management of M/s IndoGraphic Art Machinery Co. (P) Ltd., Ballabgarh *versus* Rajesh Kumar.

IN THE COURT OF SH. U. B. KHANDUJA, PRESIDING OFFICER,  
LABOUR COURT-II, FARIDABAD

Reference No. 414/92

THE MANAGEMENT OF M/S INDOGRAPHIC ART MACHINERY CO. (P)  
LTD. 22, MATHURA ROAD, BALLABGARH

*versus*

THE WORKMAN NAMELY SH. RAJESH KUMAR SHRIVASTVA, S/O SH. RAMA  
SHANKAR, HOUSE NO. 117, WARD NO. 3, PANJABI BADA,  
BALLABGARH

Present :—

Sh. M. S. Nagar, Authorised Representative for the workman.

Sh. R. C. Sharma, Authorised Representative for the management.

AWARD

In exercise of the powers conferred by clause (c) of sub section (i) of section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act'), the Governor of Haryana referred the following dispute between the parties mentioned above, to this court for adjudication, —*vide* Haryana Government Endorsement No. 39809—13, dated 27th August, 1992 :—

Whether the services of Sh. Rajesh Kumar Shrivastva, were terminated or he had left the job himself by having remained absent? The relief, to which is he entitled as result thereof?

2. The case of the workman is that he was employed by the management on 4th March, 1991 as service Mechanic. His work and conduct has been satisfactory but after sometime his services were terminated without any justification. On 9th October, 1991 he was re-appointed under a contract of service for 3 years but again his services were terminated on 31st January, 1992 without assigning any reason. The termination of his services in this manner is most illegal, wrongful, against the principles of natural justice and in gross violation of the agreement. He is thus, entitled to be reinstated into service with continuity in service.

3. The management submitted written statement dated 5th January, 1993 stating therein that initially the workman had joined the services on 4th March, 1991 and had then resigned on 19th August, 1991. He was given all his full and final dues on 31st August, 1991. He had again joined the service on the basis on a bond dated 9th October, 1991. A letter of appointment was also issued. The workman had been absent from duty with effect from 1st February, 1991 without any information. A letter of recall dated 4th February, 1991 sent to him at his local address was received back undelivered with the remarks of the postman that the addressee was not found in spite of repeated approaches. The same letter sent at his permanent address at Lucknow was received by him but he did not resume his duty. Consequently, the management removed his name from the attendance register with effect from 14th February, 1992. It was further stated that the manufacturing activity of the factory has total stopped and there is no work and as such the contract if any, the same is not all now enforceable. In the end, it was mentioned that it is the case of self abandonment of service and even if it is taken to be case of termination of services still the workman had rendered service for a period of less than 3 months and as such he can not claim any benefit under the Act.

4. The workman submitted rejoinder dated 15th February, 1993 re-asserting the previous averments and denying the averments of the management.

5. On the pleadings of the parties, the following issue was framed :-

(1) As per terms of reference.

6. Both the sides have led evidence.

7. I have heard the authorised representatives of both the sides and have also gone through the evidence of record. My findings on the aforesaid issue are as under :-

**Issue No. 1**

8. MW-1 Yasin Khan deposed the facts mentioned to above in the written statement. He placed on record several documents viz. resignation letter Ex. M-1 letter regarding clearance of dues Ex. M-2, letter regarding full and final payment Ex. M-3, letter regarding payment of bonus Ex. M-4, fresh appointment of the workman, dated 9th October, 1991 Ex. M-5, copy of agreement of Ex. M-6 copy of appointment letter Ex. M-7, call letter, dated 4th February, 1992 Ex. M-8, acknowledgement Ex. M-9 and envelope Ex. M-10.

9. On the other hand, the workman deposed that he was appointed as service Mechanic on 4th March, 1991 and after 4-5 months it was got written from him that he was leaving the service and then his services were terminated. He further stated that the management has summoned him for the second time on 9th October, 1991 when their machines had become out of order. He was unwilling to go in duty under the impression that his services would again be terminated but the management had assured him that his service shall not be terminated. In that situation the management had got executed an agreement that he will serve for a period of 3 years. However, on 31st January, 1992 his services were terminated along with other workmen on the closure of the factory. In the end, he stated that he was not paid retrenchment compensation.

10. On the basis of aforesaid evidence, it has been submitted on behalf of the management that it stands proved that the workman had firstly worked with them during the period from 4th March, 91 to 19th August, 1991 and then he had tendered his resignation. He was again appointed under a contract of service and had worked only for a period of about three months. Thus, it stands proved that the workman had left the job himself having remained absent from duty. Consequently, he is not entitled to the relief claimed.

11. In reply, it has been submitted on behalf of the workman that the workman had firstly rendered services for a continuous period of 169 days from 4th March, 1991 to 19th August, 1991. He had rendered service for a period of 115 days with effect from 9th October, 1991 to 31st January, 1992. He had thus, rendered service for a period of more than 240 days in 12 calendar months and as such he was entitled to retrenchment compensation at the time of termination of his service under Section 25-F of the Act but that was not paid. Consequently, the termination of his services is illegal and unjustified.

12. It has next been urged on behalf of the workman that admittedly the name of the workman had been struck off from the rolls of the company as a measure of punishment on the ground of alleged absence from duty. It has been held by the Hon'ble Supreme Court of India in the case of D. K. Yadav *versus* JMA Industries Ltd. 1993 FLR 111 that the order of termination of service of an employee/workman visit with civil consequences of jeopardising not only his/her livelihood but also career and livelihood of dependents. Therefore, before taking any action putting an end to the tenure of the employee/workman fair play requires that a reasonable opportunity to put forth his case is given and domestic enquiry conducted with the principles of natural justice. In the instant case no such procedure was followed and as such the impugned order terminating the services of the workman is illegal and unjustified.

13. There is no merit in the twin submission made on behalf of the workman. The management clearly stated in the written statement that the workman had joined service on 4th March, 1991 and had resigned on 19th August, 1991 when his wages were Rs. 2750 and that he had also received his full and final dues. MW-1 Yasin Khan also confirmed this position on oath. In this regard the workman simply stated that after 4-5 months of his joining service it was got written from him that he was leaving the service and then his services were terminated. The workman admitted his signatures on the resignation Ex. M-1 and further stated that was got written from him. He further admitted that he had also recorded the receipt with regard to payment of full and final amount and that he had received the amount. He should not have accepted the amount if he had not tendered the resignation voluntarily and was not willing to leave the services. It is also not his allegation that he had made complaint to this effect to any authority. That being so, it has to be taken that the workman had tendered resignation voluntarily on 19th August, 91 and had severed his relation with the management by accepting full & final dues.

14. The workman himself stated on oath that he was called again by the management on the breakdown of their machines and he had accepted the fresh appointment on a higher salary of Rs. 3265 with an assurance that his services shall not be terminated. The submission of the fresh application dated 9th October, 1991 Ex. M-5 appointment letter dated 9th October, 1991 Ex. M-7 and agreement dated 9th October, 1991 Ex. M-6 also support this position that the workman had accepted fresh appointment on 9th October, 1991 on a higher salary. In these circumstances, two periods of service can not be combined to hold that the workman had rendered service for a continuous period of more than 240 days prior to the termination of his service.

15. It is evident from the appointment letter dated 9th October, 1991 Ex. M-7 that the workman was appointed on probation for a period of six months. This appointment letter also contains clause (17) that in case the workman is found absent unauthorised upto 10 days continuously including holidays then his services shall stand terminated automatically and he shall be deemed to have voluntarily abandoned the same rendering him liable for all consequences arising out of abandonment of service including payment of notice pay. MW-1 Yasin Khan stated on oath that the workman had been absent from duty with effect from 1st February, 1992 without any authorisation and had not resumed duty till 14th January, 1992 despite service of call letter dated 4th January, 1992 on 8th February, 1991. It is not the allegation of the workman that he had been reporting for duty after 1st February, 1992 but was not allowed to join duty. All these facts clearly prove the contention of the management that the workman had abandoned the job himself after having remained absent during the period from 1st February, 1992 to 14th February, 1992 without any intimation.

15. For the reasons recorded above, it is held that the services of the workman had not been terminated and that he had abandoned the service himself having remained absent from duty without any intimation. Consequently, he is not entitled to any relief. The award is passed accordingly.

The 23rd November, 1994.

U. B. KHANDUJA,

Presiding Officer,  
Labour Court-II,  
Faridabad.

Endorsement No. 3296, dated the 5th December, 1994.

A copy with three spare copies is forwarded to the Financial Commissioner & Secretary to Government, Haryana Labour Department, Chandigarh.

U. B. KHANDUJA,

Presiding Officer,  
Labour Court-II,  
Faridabad.

The 22nd December, 1995

No. 14/13/87-6Lab./1046.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Ambala, in respect of the dispute between the workman and the management of M/s the State Transport Commissioner, Haryana, Chandigarh-II, General Manager, Ambala *versus* Darshan Lal.

IN THE COURT OF SHRI S. R. BANSAL (ADDL. DISTRICT AND SESSIONS JUDGE),  
PRESIDING OFFICER, LABOUR COURT, AMBALA

Reference No. 118 of 1989

SHRI DARSHAN LAL, S/O SHRI GANGA RAM, H. NO. 869, WARD NO. 6, RADAUR,  
DISTRICT KURUKSHETRA

.. Workman.

and

THE STATE TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH II, GENERAL  
MANAGER, HARYANA ROADWAYS, AMBALA.

.. Management.

Present : -

Shri J. R. Sharma, for the workman.

Shri Rattan Singh ADA, for the management.

## AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (for short called as the 'act'), the Governor of Haryana referred the following dispute between Shri Darshan Lal and the management (i) The Transport Commissioner, Haryana, Chandigarh; (ii) The General Manager, Haryana Roadways, Ambala to this court for adjudication,—*vide* Haryana Government notification No. 8126-39, dated 24th February, 1989:—

"Whether the termination of the services of Shri Darshan Lal is valid & justified? If not so, to what relief he is entitled?"

The workman served a demand notice dated 2nd December, 1988/2nd January, 1989 under section 2(A) of the Act. The conciliation proceedings were taken up by the Labour Officer-cum-Conciliation officer, and the same having failed, the appropriate Government made the above mentioned reference to this court for adjudication.

On receipt of the reference notices were issued to the workman as well as to the management. The workman appeared and submitted his claim statement dated 25th April, 1989 in which he stated that he joined the services of the management as a Helper on 9th July, 1984 on daily wages basis and his services were terminated with effect from 25th February, 1988 without affording any opportunity of hearing. It is alleged that a false criminal case bearing FIR No. 127 of 1988 under section 380/457/411 IPC was registered against him and his services were orally terminated on account of criminal case. According to the workman he had completed 240 days of service in a calendar year and termination of his services is against the mandatory provisions of the Act. He demanded his reinstatement with continuity of service and back wages.

The management in the written statement filed stated that the workman was caught red handed in a theft case while on duty on 25th February, 1988. A charge-sheet under rule 7 have been issued to him,—*vide* Memo No. 5876/ES, dated 29th November, 1988. It was also pleaded that since the workman was caught red handed in a theft case and criminal case bearing FIR No. 127 of 1988 was registered against him in Police Station, Ambala City.

On merits it was pleaded that the services of the workman were never terminated. In fact he absented himself wilfully on 25th February, 1988. Since the services of the workman have never been terminated, therefore there is no question of compliance of section 25(F) of the Industrial Disputes Act. The management pleaded for the rejection of the case.

Workman filed replication controverting the allegations of the management in the written statement filed and reiterated those made in the claim statement.

On the rival contentions of the parties, the following points in issue were laid down by Shri S. D. Anand, the then Presiding Officer,—*vide* order dated 18th October, 1989 for decision:—

- (1) Whether the impugned termination of services of the workman is invalid ? OPW
- (2) Relief.

Workman appeared as WW-1 and supported his case. In rebuttal the management produced MW-1 Shri Gain Chand, Clerk, Haryana Roadways, Ambala who produced Ex. M-1 photo copy of the appointment letter of the workman. Ex. M-2 is the charge-sheet, Ex. M-3 is statement of the allegation and Ex. M-4 is the photo copy of the reply of the workman to the charge-sheet. The witness produced by the management has stated that the services of the workman were never terminated.

I have heard the Ld. representatives of the parties. My issue-wise findings are as under:—

Issue No. 1 :

According to the workman his services were initially terminated on 25th February, 1988 and that he reported for duty on 1st March, 1988, 2nd March, 1988, 3rd March, 1988 and 11th March, 1988. The workman has not produced his application in this behalf. The receipt of the applications have been denied by MW-1 Shri Gain Chand, Clerk. On the other hand the documents produced by the management shows that the workman was appointed on daily wage basis,—*vide* Ex. M-1 and charge-sheet Ex. M-2 was served to him,—*vide* Ex. M-4 the workman has submitted his reply to the charge-sheet. Ex. M-3 is the statement of allegations. It is not disputed by the workman that no written termination order was passed before terminating his services nor any such order has been produced by the workman. He could not prove that he went to assume duty on 1st, 2nd, 3rd, and 11th March, 1988. On the other hand the management has been unable to prove that the services of the workman were never terminated. There

is plausible explanation given by the management. According to it on the registration of criminal case bearing FIR No. 127 of 1988 under section 380/457/411 IPC in Police Station, Ambala City against the workman he started absenting himself from duty and did not come present at all. It is also proved on the record that a charge-sheet has been served upon the workman to which he has filed reply. There is no termination of services of the workman therefore, the workman cannot be held entitled to reinstatement with continuity of services and back wages. The finding on this issue is, therefore, returned in favour of the management and against the workman.

**Relief:**

In the end, it is held that the workman is not entitled to any relief.

The reference stands answered accordingly.

S. R. BANSAL,

Dated the 2nd November, 1994.

Addl. District and Sessions Judge,  
Presiding Officer, Labour Court,  
Ambala.

Endorsement No. 1790, dated the 15th November, 1994.

Forwarded (four copies) to the Financial Commissioner and Secretary to Government Haryana, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

S. R. BANSAL,

Addl. District and Sessions Judge,  
Presiding Officer, Labour Court,  
Ambala.

The 22nd December, 1995

No. 14/13/87-6 Lab./1048.—In pursuance of the provisions of section 12 of the Industrial Dispute Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Ambala respect of the dispute between the workman and the management of M/s Secretary H. S. E. B. Sector 6, Panchkula, S. E. Op. Circles, Kothi No. 91 Executives Engineer *versus* Sh. Waryam Singh

**IN THE COURT OF SHRI S. R. BANSAL (ADDL. DISTT & SESSIONS JUDGE) PRESIDING OFFICER, LABOUR COURT, AMBALA**

**Reference No. 166 of 1989**

**SHRI WARYAM SINGH SON OF SHRI JOGINDER SINGH, R/O V. P.O. UGALLA, TEHSIL AND DISTT. AMBALA** .. *Workman.*

*and*

**SECRETARY, HARYANA STATE ELECTRICITY BOARD SECTOR 6, PANCHKULA (2) S. E., OP. CIRCLE, KOTHI NO. 91, MODEL TOWN, AMBALA CITY; AND (3) EXECUTIVE ENGINEER, OP. DIVISION, H. S. E. B., YAMUNA NAGAR.** .. *Management.*

*Present .--*

WR. Shri J. R. Sharma.

MR. Shri D. R. Batra.

**AWARD**

In exercise of the powers conferred by clause (c) of sub-section 8 of section 10 of the Industrial Disputes Act, 1947 (for short called as the 'Act'), the Governor of Haryana referred the following dispute between the workman Shri Waryam Singh and the management Secretary, Haryana State Electricity Board, Sector 6, Panchkula (2) S. E., OP. Circle, Kothi No. 91, Model Town, Ambala City; and (3), Executive Engineer Op. Division, H. S. E. B., Yamuna Nagar to this Court for adjudication,—*vide* Haryana Government notification bearing No. 13318—24, dated 24th March, 1989 :—

Whether the termination of the services of Shri Waryam Singh is valid and justified ? If not so, to what relief is he entitled ?

The workman served a demand notice under section 2A of the Act. The conciliation proceedings were taken up by the Labour Officer-cum-Conciliation Officer. The same having failed, the appropriate Government made the above mentioned reference.

On receipt of the reference notices were issued to the workman as well as to the management. The workman appeared and submitted his claim statement dated 29th June, 1989. It was pleaded that he joined his service as daily wages on 23rd June, 1980 with the management and his services were terminated in May, 1984 without any rhyme or reason. It is alleged that after the termination of the workman fresh appointments have been made. The workman, therefore, demanded his reinstatement with continuity of service and back wages.

The management pleaded that the reference is bad on account of delay and laches. On merits it was pleaded that the workman did not continuously work upto June, 1985 and he remained employed with intervals as and when required. On merits it was pleaded that the retrenchment compensation has already been paid to the workman and he has filed the claim after a period of more than five years and his claim is liable to be rejected.

The workman submitted replication controverting the allegations of the management in the written statement and reiterated those made in the claim statement. On the rival contentions of the parties the following points in issues were laid down for decision :-

1. Whether the impugned termination of services of the workman is invalid ? OPW
2. Whether the reference is bad for the reasons stated in preliminary objection No. 1 & 2 of the WS ? OPM
3. Relief.

Workman appeared as WW-I and supported all the allegations made by him in the claim statement. Yamuna Nagar and also tendered in evidence documents Ex. M2 to Ex. M16.

I have heard the representatives of the parties. My issue wise findings are as under :-

#### Issue No. 1 and 2 :

Shri Waryam Singh in his sworn deposition as WW-I has stated that he was working as daily rated worker with the management from 23rd June, 1980 to 15th May, 1984 when his services were terminated without any chargesheet, show-cause notice or retrenchment compensation. He also stated that his juniors were retained in service and new recruitments were also made. He stated about his unemployment. During cross-examination he denied that he was terminated on account of paucity of work. On the other hand affidavit Ex. M1 of the management shows that a retrenchment notice dated 9th April, 1984 to be effective from 10th May, 1984 was duly served on the workman on account of paucity of work and compensation and other dues were duly offered to him which he refused and later on received the same,—vide voucher No. 109, dated 25th June, 1986. It further reveals that on account of stay granted by the Civil Court the workman could not be relieved and was relieved on 15th June, 1984 after the vacation of the stay and the appeal of the workman was dismissed upto the Supreme Court. It further shows that intimation in form 'P' of the Act sent to the Government Ex. M2 is the retrenchment notice dated 9th April, 1984. Ex. M3 is the copy of order dated 15th June, 1984,—vide which stay granted to the workman was vacated. Ex. M4 is the copy of the order of Supreme Court dated 11th February, 1985 showing that the Special Leave Petition of the workman has been dismissed. Ex. M5 is the list of workman retrenched. Ex. M6 shows the receipt of the retrenchment notice by the workman. Ex. M7 shows that the retrenchment compensation was paid to the workman on 25th June, 1986. Ex. M8 is the seniority list. Ex. M9 is the intimation of the retrenchment sent to the Government in form 'P'. Ex. M11 is the copy of the plaint of civil suit filed. Ex. M12 is the copy of order,—vide which the suit was withdrawn. Ex. M13 is the intimation sent by the Government of Haryana,—vide which conciliation proceedings were filed. Ex. M14 is the receipt of workman of the retrenchment compensation receipt. Ex. M15 is the copy of order of civil court. Ex. M16 is the seniority list. Ex. M8/1 to Ex. M8/3 is also the seniority list. The representative of the workman argued that there was no justification whatsoever for the management for the termination of his services. As notices above Ex. M4 shows that writ petition No. 13789 and 13790 of 1984 alongwith Misc. civil writ petition were dismissed by Supreme Court. It was held in the Punjab State Cooperative Bank Ltd.,—versus Presiding Officer, 'Labour Court, U.T., Chandigarh-1993(3) PLR-310 that where writ petition fails on merits the petitioner were debarred from approaching the Labour Court in the same cause of action. As such judgement Ex. M4 operates *res judicata*. Moreover retrenchment notice Ex. M2 has been duly served. Since the workman got the stay from the civil court his services were retrenched on 15th June, 1984 after the vacation of the stay. Affidavit Ex. M1 shows that compensation was offered to him which he refused to the same and was received by him on 15th June, 1986 as evident from Ex. M7 and Ex. M14. The termination of services of workman,

therefore, took place in consequence of a valid notice after paying him required retrenchment compensation. Moreover there is a delay of more than 5 1/2 years in serving of demand notice. This delay has not been explained. Therefore the workman is debarred from raising the dispute after such a long period specially when he has exhausted the alternative remedy of filing the civil suit. I, therefore, hold that the impugned termination of the services of the workman is not proved to be illegal and the reference is bad on account of delay and laches. The finding on both these issues is, therefore, returned against the workman and in favour of the management.

**Relief.**

In the end, it is held that the workman is not entitled of any relief.

The reference stands answered accordingly.

S. R. BANSAL,

The 9th November, 1994.

Additional District & Sessions Judge,  
Presiding Officer, Labour, Court, Ambala.

Endorsement No. 1795, dated the 15th November, 1994.

Forwarded (four copies) to the Financial Commissioner and Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

S. R. BANSAL,

Additional District & Sessions Judge,  
Presiding Officer, Labour Court, Ambala.

No. 14/13/87-6Lab./1053.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour, Court, Ambala in respect of the dispute between the workman and the management of M/s Hind Fertilizer and Chemical Industries Pvt. Ltd., Rukri *versus* Shri Baru Ram.

IN THE COURT OF SHRI S. R. BANSAL, ADDITIONAL DISTRICT AND SESSIONS JUDGE,  
PRESIDING OFFICER, LABOUR COURT, AMBALA.

Reference No. 402 of 19 88

New : 137 of 93

SHRI BARU RAM THROUGH SHRI B. S. SAINI, 8/2, CONVEY PARK, AMBALA CANTT. .. *Workman*  
And

M/S HIND FERTILIZER AND CHEMICAL INDUSTRIES PVT. LTD., RUKRI, DISTRICT AMBALA .. *Management*

*Present :—*

WR. Shri B. S. Saini.

MR. Shri P. S. Sharma.

**AWARD**

In exercise of the powers conferred by clause (c) of sub-section 1 of section 10 of the Industrial Disputes Act, 1947 (for short called as the 'Act') Governor of Haryana referred the following dispute between the workman Shri Baru Ram and the management M/s Hind Fertilizer and Chemical Industries Pvt. Ltd.,

Rurki, Distt. Ambala to this court for adjudication,—vide Haryana Government notification bearing No. 40321—25, dated 6th September, 1988:—

Whether the services of Shri Baru Ram has been terminated or he himself lost the lien by absenteesm ? If so, to what relief is he entitled ?

The workman submitted a demand notice dated 11th May, 1988 under section 2-A of the Act. The conciliation proceedings were taken up by the Labour Officer-cum-Conciliation Officer. The same having failed, the appropriate Government made the above mentioned reference.

On receipt of the reference notices were issued to the workman as well as to the management. The workman appeared and submitted his claim statement dated 21st December, 1988. It was pleaded that the workman was employed as chowkidar by the management w. e. f. 14th March, 1984 on a monthly wages of Rs. 575/- The management terminated his services w. e. f. 1st May, 1988. The workman has alleged that the termination of services is illegal. He, therefore, demanded his reinstatement with continuity of service and back wages.

The management pleaded that the workman joined its service w. e. f. July, 1986 as chowkidar and that his services were never terminated. As a matter of fact the factory was closed as there was no work in the factory and costly material/articles were lying in the factory. Some articles were stolen from the premises of the factory on account of which the workman was asked,—vide letter dated 30th April, 1988 to furnish a guarantee but the workman did not turn up thereafter and as such abandoned his job willfully.

The workman submitted replication dated 30th June, 1989 controverting the allegations of the management in the written statement filed and reiterated those made in the claim statement. On the pleadings of the parties the following issues were framed,—vide order dated 30th June, 1989 by Shri S. D. Anand, one of my learned predecessor :—

- (1) Whether the services of the workman were terminated or he had relinquished the lien by absence ? OPP
- (2) If issue No. 1 disposed of in favour of the workman, whether the impugned termination of services of the workman is invalid ? OPM
- (3) Whether the workman is estopped by his act & conduct from filing the claim petition ? OPM
- (4) Relief.

The workman Shri Baru Ram appeared as WW-I and supported all the allegations made by him in the claim statement. In rebuttal the management produced MW-I Shri Suresh Chand Sharma who stated that the services of the workman were never terminated. Rather he was asked to furnish the guarantee but the workman never furnished the guarantee nor he ever came present thereafter. He also stated that the workman voluntarily left the job after settling his accounts,—vide receipt Ex. R1. MW-2 Shri Paideep Kumar stated that Ex. R1 was written by the workman himself in his presence.

I have heard the representatives of the parties. My issuewise findings are as under :—

**Issue No. 1 and 2:**

Both these issues are inter-linked and are taken up together.

It is not disputed that the workman rendered more than 240 days of service continuously in a period preceding twelve months. It is also not disputed that no enquiry was conducted against the workman nor any prior notice was given. Further it is also not disputed that no retrenchment compensation was paid. The stand taken by the management is that the services of the workman were never terminated and that the workman himself willfully abandoned his job. The management has produced MW-2 Paideep Kumar who stated that Ex. R-1 was written by the workman himself who told him that he is no longer interested to serve with the management. Ex. R1 was never put to the workman during cross-examination when he appeared as WW-I. Similarly Ex. R1 was not produced before Labour Officer-cum-Conciliation Officer. The stand of the management regarding the abandonment of service stands falsifies from the demand notice dated 11th May, 1988 which was served merely after ten days of the termination of his services. The question of abandonment of service therefore does not arise. Moreover the management did not make any offer to the workman to take him back into service during conciliation proceedings. The plea raised is that of abandonment whereas the evidence led is that the workman settled his account and executed receipt Ex. R1 and left the job. Even in case of abandonment or the absence of workmen it was mandatory for the management to hold enquiry against the workman. Moreover the alleged abandonment in this case is simple discharge and therefore retrenchment compensation was required to be paid. There are two references pending in this court

one by the present workman and another by Shri Mukhtiar Singh. It is admitted by MW2 Pardeep Kumar that the ink in Ex. R1 in each case is different. During cross-examination he stated that the handwriting of Ex. R1 in each case appears to be different. MW-1 Suresh Chand Sharma states that the workman in each case did come to him but MW-2 Pardeep Kumar stated that he took both the workman to Shri Suresh Kumar Sharma. The statement of workman is categorical which shows that his services were terminated on 1st May, 1988. It is also proved on the file that the workman never relinquished the lien by his absence. No enquiry was admittedly conducted nor any retrenchment compensation was paid. The termination of the services of the workman is, therefore, illegal and he is entitled to reinstatement with continuity of service and back wages. The finding on both these issues is, therefore, returned in favour of the workman and against the management.

**Issue No. 3:**

The management has not argued this issue and as such the finding is returned against the management.

**Relief :**

In the end, the workman is held entitled to reinstatement with continuity of service and back wages.

The reference stands answered accordingly.

S. R. BANSAL,

Addl. Distt. & Sessions Judge,  
Presiding Officer, Labour Court, Ambala.

Endorsement No. 1850 dated the 25th November, 1994.

Forwarded (four copies) to the Financial Commissioner and Secretary to Government of Haryana, Labour and Employment Deptts., Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

S. R. BANSAL,

Addl. Distt. & Sessions Judge,  
Presiding Officer, Labour Court, Ambala.

The 3rd January, 1995

No. 14/13/87-6Lab./1095.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar in respect of the dispute between the workman and the management of M/s Sewak Sabha Charitable Trust, Hisar *versus* Pitamber.

BEFORE SHRI B. R. VOHRA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HISAR

Reference No. 52 of 92

Date of receipt : 26-2-92.

Date of decision : 3-12-94.

SHRI PITAMBER C/O GENERAL SECRETARY, SEWAK SABHA TRUST  
HOSPITAL KARAMCHARI ASSOCIATION, HISAR

.. *Applicant.*

*versus*

M/S SEWAK SABHA CHARITABLE TRUST HOSPITAL, HISAR .. *Respondent-Management.*

**Present :**

Shri Bhagwat Dayal, for the workman.

Shri B. D. Mehta, for the management.

## AWARD

1. In exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947. The Governor of Haryana referred the following dispute between Pitamber and the above mentioned management for adjudication to this Court,—*vide* Labour Department letter No. 9951—56, dated 21st February, 1992 :—

Whether termination of services of Pitamber is justified and in order ? If not, to what relief is he entitled ?

2. The case of the petitioner is that his services were terminated by the management in an illegal manner.

3. The case was being contested, when the parties arrived at an amicable settlement. The statements of the parties were recorded.

4. In view of the statement of the parties recorded on file, the petitioner has received his full and final claim and has also given up his claim of reinstatement. Thus, no dispute survives for adjudication. The reference is answered accordingly, with no order as to costs.

The 3rd December, 1994.

B. R. VOHRA,

Presiding Officer,  
Industrial Tribunal-cum-Labour Court,  
Hisar.

Endorsement No. 2494, dated 6th December, 1994.

A copy, with spare copy, is forwarded to the Financial Commissioner and Secretary to Govt. Haryana, Labour & Employment Deptt., Chandigarh for necessary action.

B. R. VOHRA,

Presiding Officer,  
Industrial Tribunal-cum-Labour Court,  
Hisar.

The 10th January, 1995

No. 14/13/87-6Lab./1133.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Norwest Pharmaceuticals (P) Ltd., *versus* Smt. Meera Devi.

IN THE COURT OF SHRI P. L. KHANDUJA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ROHTAK

Reference No. 250 of 1993

*between*

SHRIMATI MEERA DEVI, BHIM SINGH COLONY BACKSIDE OF AARA  
MACHINE, NARELA ROAD, KUNDLI, SONEPAT,

.. *Workman*

*and*

THE MANAGEMENT OF M/S NOR WEST PHARMACEUTICAL (P) LTD,  
G. T. ROAD, KUNDLI

*Present :*

Shri Hari Parkash, Authorised Representative, for the workman.

None for the management (*ex parte*).

## AWARD

In exercise of the powers conferred by sub clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana has referred the following dispute, between the parties, named above, to this Court for adjudication,—*vide* Labour Department Endst. No. ID/Sonepat/43151—60, dated 3rd November, 1993 :—

Whether the termination of services of Shrimati Meera Devi is justified and in order? If not, to what relief she is entitled?

2. The workman and the management were summoned. The workman appeared and filed the claim statement that she was posted as Helper on 10th February, 1988 on the pay of Rs. 950 but the respondent/management has not allowed to work in the factory. The workman was not given notice, notice pay or pay retrenchment compensation and hence this termination took place which is against law.

3. The management was summoned through ordinary post and registered post but the management did not appear and proceeded against *ex parte*. In *ex parte* evidence the workman came into witness box as WW-1 and closed her evidence.

4. From the statement of the workman it is proved that she was working in the respondent-factory as Helper on the pay of Rs. 950 w.e.f. 10th February, 1988 to 6th April, 1993 and her services were terminated not accordance with law. As such I accept the claim petition and I order that she is liable to work on the job with continuity of services but 50% (FIFTY) of back wages. The reference is answered and returned accordingly, with no order as to costs.

P. L. KHANDUJA,

The 25th November, 1994.

Presiding Officer,  
Industrial Tribunal/Labour Court,  
Rohtak,  
C. C. Sonepat.

Endst. No. 250-93/2953, dated 30th November, 1994.

Forwarded in (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh.

P. L. KHANDUJA,

Presiding Officer,  
Industrial Tribunal/Labour Court,  
Rohtak.

No. 14/13/87-6Lab./1134.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Vishaw Engineering, Industrial Estate, Mirthal *versus* Shri Devi Lal.

IN THE COURT OF SHRI P. L. KHANDUJA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ROHTAK

Reference No. 140 of 1993

*between*

SHRI DEVI LAL S/O SHRI JAGAN NATH C/O GENERAL SECRETARY  
ENGINEERING WORKERS UNION, CITU, SONEPAT, WORKMAN.

.. Workman

*and*

THE MANAGEMENT OF M/S. VISHAW ENGINEERING, INDUSTRIAL  
ESTATE, MURTHAL.

Present :

Shri Hawa Singh, Authorised Representative for the workman.  
None for the management (*ex parte*).

## AWARD

In exercise of the powers conferred by Sub clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana has referred the following dispute, between the parties, named above, to this Court for adjudication *vide*—Labour Department Endstt. No. O. V. Soni/40—93/26276-80, dated 21st July, 1993 :—

Whether the termination of services of Shri Devi Lal, is justified and in order ? If not, to what relief he is entitled ?

2. The workman and the management were summoned. The workman appeared and filed the demand notice to the effect that he was working as Polish Operator on the pay of Rs. 1400 since 24th January, 1991 and the respondent-management has no complaint etc. The workman has got eye injured and he could not reach to office after 18th February, 1993. The workman was called by chowkidar and they go signed some blank papers and the workman was not terminated the services in accordance with Section 25-F of the Industrial Disputes Act and hence this petition is filed.

3. The respondent was summoned by ordinary post and registered A. D. he did not appear and proceeded against *ex parte*. In the *ex parte* evidence the workman has come into witness box as WW-1 and closed his evidence.

4. The statement of the workman is that he was appointed as Polish Operator with effect from 24th January, 1991 the pay of Rs. 1400 but on 18th February, 1993 service were terminated without compliance of Section 25-F of the Industrial Disputes Act.

5. From the statement of workman it is proved that he was terminated from services but not making compliance with Section 25-F of the Industrial Disputes Act but as is proved from statement that he is a workman and his services were retrenched not accordance with law hence he is liable to be reinstated on the job.

6. From the statement of workman it is proved that he worked more than 240 days. I accept his reference petition and order him reinstatement with continuity of service but with 50% (FIFTY) of back wages. The reference is answered and returned accordingly, however, the parties are left to bear their own costs.

P. L. KHANDUJA,

Presiding Officer,  
Industrial Tribunal/Labour Court,  
Rohtak.  
Camp Court at Sonepat.

Endorsement. No. ref. 140-93/2955 dated the 30th November, 1994.

Forwarded (four copies), to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh.

P. L. KHANDUJA,  
Presiding Officer,  
Industrial Tribunal/Labour Court,  
Rohtak.  
Camp Court, Sonepat.

The 1st January, 1995

No. 14/13/87-6Lab./1137.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Faridabad in respect of the dispute between the workman and the management of M/s Mona Auto Industries, (Pvt.) Ltd. *Vs.* Shri Ram Chander C/o HMF Faridabad.

BEFORE SHRI N. L. PRUTHI, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, FARIDABAD

Reference No. 108 of 90

In the matter of Industrial Dispute.

*between*

SHRI RAM CHANDER C/O H. M. F. PARVESH MARG, RAILWAY ROAD, FARIDABAD

.. *Workman*

*versus*

M/S MONA AUTO INDUSTRIES PVT. LTD., 7/2 D.L.F. AREA, FARIDABAD.

.. *Management*

Present :

Workman with his AR Shri S. K. Bakshi.  
Shri Ramesh Kumar for the Management.

## AWARD

Under the provision of Section 10(1)(c) of Industrial Disputes Act, 1947, the Government of Haryana have,—vide, Endst. No. OV/FD/13194-99, dated 27th March, 1990 referred the following dispute between the parties above named for adjudication :—

Whether the termination of services of Sh. Ran Carter, is legal and justified. If not, to what relief he is entitled?"

2. The matter has been settled between the parties. The workman has been paid an amount of Rs. 8900/- (Rs. Eight thousand Nine hundred only) in full and final settlement of his claim. Statement of the workman recorded. No more dispute now survives in this case. An award is passed accordingly.

N. L. PRUTHI, ]

The 7th December, 1994.

Presiding Officer,  
Industrial Tribunal-cum-Labour Court-I,  
Faridabad.

Endorsement No. 3934, dated the 13th December, 1994.

A copy, with three spare copies, is forwarded to the Commissioner and Secretary to Government Haryana, Labour Department, Chandigarh.

N. L. PRUTHI,

Presiding Officer,  
Industrial Tribunal-cum-Labour Court-I,  
Faridabad.

10th January, 1995

No. 14/13/87-5 Lab./1141.—In pursuance of the provisions of section 17 of the Industrial disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Faridabad in respect of the dispute between the workman and the management of M/s S. K. Bass N. Moon Pvt. Ltd. Vs. Shri Mahafus Ali.

BEFORE SHRI N. L. PRUTHI, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT -I, FARIDABAD

Reference No. 172/94

In the matter of Industrial Dispute.

*Between*

SHRI MAHAFUS ALI, C/O H.M.K. PANCHYAT, O/3 LINK ROAD,  
SECTOR-28, FARIDABAD .. Workman

*and*

M/S S. K. BOSS-N-MOON PVT. LTD., 4, BATA NEELAM ROAD, FARIDABAD.

.. Management

*Present :*

None.

## AWARD

Under the provisions of section 10(1) of Industrial Disputes Act, 1947, the Government of Haryana have,—vide Endorsement No ID/FD/15-94/12307-12, dated 24th March, 1994 referred the following dispute between the parties above named for adjudication :—

Whether the termination of services of Shri Mahafus Ali is legal and justified. If not, to what relief he is entitled ?

2. In this case notices has been issued to both the parties four times but none has put in appearance. This shows that the parties are not interested to pursue the matter. The case is, therefore, dismissed for want of prosecution. In result 'No claim Award' is hereby passed.

The 9th December, 1994.

N. L. PRUTHI,  
Presiding Officer,  
Industrial Tribunal-cum-  
Labour Court-I, Faridabad.

Endorsement No. 3969, dated the 15th December, 1994.

A copy, with three spare copies, is forwarded to the Commissioner and Secretary to Government of Haryana, Labour Department Chandigarh.

N. L. PRUTHI,  
Presiding Officer,  
Industrial Tribunal-cum-  
Labour Court-I, Faridabad.

No. 14/13/87-6Lab./1142.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Faridabad in respect of the dispute between the workman and the management of M/s. Sharma Engineering Works *versus* Jai Ram Faridabad :—

BEFORE SHRI N. L. PRUTHI, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, FARIDABAD

Reference No. 200 of 1994

In the matter of Industrial Dispute.

*between*

SHRI JAI RAM, C/O SHRI SUBHASH SHARMA, HANUMAN MANDIR, SECTOR-22, FARIDABAD.

.. Workman

*and*

M/S SHARMA ENGINEERING WORKS, 5-D/59, N.I.T. FARIDABAD.

.. Management

Present :

None.

#### AWARD

Under the provisions of section 10(1) of Industrial Disputes Act, 1947, the Government of Haryana have,—*vide* Endorsement No. ID/FD/171-93/454-59, dated 5th January, 1994 referred the following dispute between the parties above named for adjudication :—

Whether the termination of the services of Shri Jai Ram is valid and justified ? If not so, to what relief is he entitled ?

2. In this case notices have been issued to both the parties quite a number of times, but no one has put in appearance. There is thus no alternative except to dismiss the case for want of prosecution. It is so ordered. In consequence 'No claim Award' is hereby passed.

The 15th December 1994.

N. L. PRUTHI,

Presiding Officer,  
Industrial Tribunal-Cum-Labour  
Court-I, Faridabad.

Endorsement No. 3970, dated the 15th December, 1994.

A copy with three spare copies, is forwarded to the Commissioner and Secretary to Government Haryana, Labour Department, Chandigarh.

N. L. PRUTHI,

Presiding Officer,  
Industrial Tribunal-Cum-Labour  
Court-I, Faridabad.

No. 14/13/87-6Lab./1143.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-I Faridabad, in respect of the dispute between the workman and the Management of M/s. Sharma Engineering Works *versus* Surinder Partap Singh :—

BEFORE SHRI N. L. PRUTHI, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, FRIDABAD.

Reference No. 201 of 94

In the matter of Industrial Dispute.

*between*

SHRI SURENDER PRATAP SINGH, C/O SHRI SUBHASH SHARMA,  
HANUMAN MANDIR, SECTOR-22, FARIDABAD. . . . . Workman

*and*

M/S SHARMA ENGINEERING WORKS, 5-D/59, N. I. T., FARIDABAD. . . . . Management

Present :

None.

#### AWARD

Under the provisions of section 10(1) of Industrial Disputes Act, 1947, the Government of Haryana have,—*vide* Endorsement No. ID/FD/171-93/640—65, dated the 5th January, 1994, referred the following dispute between the parties above named for adjudication:—

Whether the termination of services of Shri Surender Partap Singh is legal and justified ? if not, to what relief he is entitled ?

2. In this case notices have been issued to both the parties quite a number of times, but no one has put in appearance. There is thus no alternative except to dismiss the case for want of prosecution. It is so ordered. In consequence 'no claim Award' is hereby passed.

N. L. PRUTHI,

Presiding Officer,  
Industrial Tribunal-cum-Labour Court-I,  
Faridabad.

Endst. No. 3971, dated the 15th December, 1994.

A copy with three spare copies, is forwarded to the Commissioner and Secretary to Government of Haryana, Labour Department, Chandigarh.

N. L. PRUTHI,

Presiding Officer,  
Industrial Tribunal-cum-Labour Court-I,  
Faridabad.